

LANOIS ELGE AND
JUSLAINE ELGE,

Plaintiffs,

v.

EVANSTON INSURANCE COMPANY,

Defendant.

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.:

COMPLAINT

COMES NOW, the Plaintiffs, LANOIS ELGE AND JUSLAINE ELGE, by and through the undersigned counsel and hereby file this Complaint against the Defendant, EVANSTON INSURANCE COMPANY, and as grounds therefore state as follows:

1. That this is an action for damages in excess of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), exclusive of interest, attorney fees and costs, and is otherwise within the jurisdictional limits of this Court.

2. That at all times material hereto the Defendant was an insurance company authorized to do business in the State of Florida and doing business in PALM BEACH County, Florida.

3. That at all times material hereto the Plaintiffs were and are residents PALM BEACH County, Florida, and are otherwise *sui juris*.

4. That at all times material hereto, Plaintiffs and Defendant had a policy of insurance, Policy Number MAH-0000-0000-386-R3, on Plaintiffs' residence located 6657 MARBLETREE LN, LAKE WORTH, FL 33467 which afforded various types of coverages including coverage for damage to dwelling, other structures, personal property,

EXHIBIT "1"

and for loss of use. Plaintiffs are not in possession of a copy of the policy but believe one to be in possession of Defendant.

5. On or about 2/27/2023, the above described property was damaged as the result of a covered loss. Defendant acknowledged claim and assigned claim no. 23C2520.

6. As a result of this incident, the Plaintiffs have suffered damage to the building on the subject property, damage to contents, and loss of use of the property and possessions therein.

7. The Plaintiffs have furnished the Defendant with timely notice of the loss, proof of claim and have otherwise performed all conditions precedent to recover under the policy and under the applicable Florida Statutes, but the Defendant has refused and continues to refuse to pay either part or all of the Plaintiffs' claims.

COUNT I – BREACH OF CONTRACT

Plaintiffs readopt and reallege Paragraphs 1 through 7 above as if fully stated herein, and further alleges as follows:

8. That the Defendant's denial of coverage and refusal to pay the full amount of the claim was contrary to the terms of the policy and/or Florida law and was a breach of said contract of insurance.

9. The Plaintiffs have been damaged by the Defendant's breach of said contract of insurance by having not been compensated for the damage sustained to the building on the subject property, damage to contents, and loss of use of the property and possessions taken from therein.

10. That as a direct and proximate result of the Defendant's refusal to pay the Plaintiffs' claims, the Plaintiffs have been required to retain the services of the undersigned

attorneys to represent and protect the Plaintiffs' interests and Plaintiffs have become obliged to pay them a reasonable fee for their services in bringing this action.

11. In the event that the Plaintiffs prevail in this action, Plaintiffs are entitled to an award of attorney fees and costs pursuant to Florida Statute Section 627.428 or other Florida law.

WHEREFORE, the Plaintiffs, LANOIS ELGE AND JUSLAINE ELGE, demand judgment against the Defendant, EVANSTON INSURANCE COMPANY, for damages including but not limited to damage to the building, contents, loss of use, interest allowed by law, and reasonable attorney fees and costs pursuant to Florida Statute Section 627.428 or other Florida law, and the Plaintiffs' demand trial by jury of all issues triable as a matter of right by jury.

DEMAND FOR JURY TRIAL

The Plaintiffs further demand a trial by jury of all issues so triable as a matter of right.

Dated this Wednesday, November 29, 2023.

By: /s/ Jesus David Moises

Jesus David Moises, Esq.

Florida Bar No. 104457

By: /s/ Daniel R. Gross

Daniel R. Gross, Esq.

Florida Bar No. 91124

MOISES|GROSS, P.L.L.C.

Counsel for Plaintiffs

999 Ponce de Leon Blvd. Ste. 945

Coral Gables, FL 33134

E-mail: service@moisesgross.com

Secondary E-mail: rcasas@moisesgross.com

Office: (305) 306-3055

Facsimile: (305) 907-5319